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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	: <b>Chapter 11 Case No.</b>
	:
<b>LEHMAN BROTHERS HOLDINGS INC., et al.,</b>	: <b>08-13555 (JMP)</b>
	:
<b>Debtors.</b>	: <b>(Jointly Administered)</b>
	:
	:
-----X	

**STIPULATION AND AGREED ORDER DEEMING  
OPEN TRADE CONFIRMATION TO BE TERMINATED**

TO THE HONORABLE JAMES M. PECK  
UNITED STATES BANKRUPTCY JUDGE:

This Stipulation and Agreed Order (this “Stipulation”) is entered into by and among Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors and debtors in possession in the above-referenced chapter 11 cases, including Lehman Commercial Paper Inc. (“LCPI”) and GE Corporate Financial Services, Inc. (“GECFS”), acting as loan servicer and sub-servicer (in such capacity, the “Loan Servicer”) for Fusion Funding Limited (“Fusion”) and its Luxembourg affiliate, Fusion Funding Luxembourg, S.A.R.L (together with Fusion, collectively, the “Fusion Entities”).

**RECITALS**

A. On September 15, 2008 and periodically thereafter (as applicable, the

“Commencement Date”), the Debtors commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

B. On December 15, 2008, the Debtors filed the Second Motion for an Order Pursuant to Section 365 of the Bankruptcy Code Approving the Assumption of Open Trade Confirmations (the “Second Open Trades Motion”) [Docket No. 2242], in which the Debtors designated certain Open Trade Confirmations (as defined in the Second Open Trades Motion) for assumption, including, without limitation, an Open Trade Confirmation dated as of August 7, 2008 between LCPI and Fusion (the “LyondellBasell Industries Trade”) for the sale of certain debt of LyondellBasell Industries. See Exhibit A to Second Open Trades Motion.

C. By objection, dated December 24, 2008 (the “Fusion Objection”), Fusion, through its Loan Servicer, GECFS, objected, *inter alia*, to the assumption of the LyondellBasell Industries Trade.

D. The Debtors, the Fusion Entities and GECFS (the “Parties”) have agreed to resolve the Fusion Objection, as it relates solely to the LyondellBasell Industries Trade, as follows:

### **AGREED ORDER**

IT IS HEREBY AGREED AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. To the extent the LyondellBasell Industries Trade has not been previously terminated, the LyondellBasell Industries Trade is hereby deemed terminated at all times and for all purposes and the Parties’ respective rights and obligations thereunder are hereby deemed to

be finally and fully extinguished, notwithstanding any provision related to the LyondellBasell Industries Trade that provides for any term or condition to survive the termination or cancellation thereof.

2. For the avoidance of doubt, (i) this Stipulation constitutes neither a rejection of the LyondellBasell Industries Trade nor an acknowledgment by any of Parties that the LyondellBasell Industries Trade is subject to assumption or rejection or otherwise remains an open trade confirmation, and (ii) neither the Fusion Entities nor GECFS shall be entitled to file any claim relating to any breach or rejection of the LyondellBasell Industries Trade.

3. Each Party generally releases and discharges each other Party from all causes of action, judgments, costs, expenses, claims of every kind, nature, and character arising solely in respect of the LyondellBasell Industries Trade, its negotiation, execution, performance, any breaches thereof, or its termination; provided, however, that except with respect to the LyondellBasell Industries Trade, nothing herein shall release any Party from any causes of action, judgments, costs, expenses, claims, counterclaims or defenses, whether arising under the Master Loan Purchase Agreement (as defined in the Fusion Objection) or otherwise, with respect to any Open Trade Confirmation to which any Fusion Entity is a party.

4. Without limiting the generality of the proviso in Paragraph 3, and except with respect to the LyondellBasell Industries Trade, the Parties reserve all rights related to the Second Open Trades Motion and the Fusion Objection.

5. Each person who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this stipulation on behalf of such Party.

6. This Stipulation constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and

understandings relating to the subject matter hereof.

7. This Court shall retain jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

8. This Stipulation shall be governed by the laws of the State of New York without regard to the application of New York's conflict of laws principles.

9. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

10. If this Stipulation is not approved by the Court, it shall be deemed null and void and shall not be referred to for any purpose by any of the Parties hereto or any of the other parties in the Debtors' chapter 11 cases. In such event, the Parties shall retain their respective rights regarding the LyondellBasell Industries Trade.

Dated: February 10, 2009

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Conflicts Counsel for the Debtors

Counsel for GE Corporate Financial Services, Inc.,  
as loan servicer and sub-servicer to the Fusion  
Entities

Dated: February 11, 2009  
New York, New York

**IT IS SO ORDERED:**

/s/ James M. Peck  
UNITED STATES BANKRUPTCY JUDGE